

CONTRACT

BETWEEN



USAI

Arnold Air Force Base, Tennessee

AND

**Air Engineering Metal Trades
Council
and Affiliated Unions
AFL-CIO
Tullahoma, Tennessee**

1 October 1999 through 30 September 2002

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CONTRACT

This contract is made and entered into by and between USAI, AEDC, its successors or assigns (herein referred to as the Company) and the Air Engineering Metal Trades Council and Affiliated Unions, AFL-CIO (herein referred to as the Union).

ARTICLE I INTRODUCTION

Section 1. Application. This contract applies to the employees of the Company assigned to USAI at the Arnold Engineering Development Center, Arnold Air Force Base, Tennessee.

This agreement contains all the conditions agreed upon and effective between the Company and the Union, and supercedes all previous agreements, collectively or individually, between the Company and the Union. No agent or representative of either party has the authority individually to alter or to modify the Agreement. Any modification of the Agreement shall be made only by the mutual consent of both parties in writing.

Section 2. Purpose. The purpose of this contract is to set forth the agreement reached 11:00 p.m., 30 September 1999 between the Company and the Union, who are signatory hereto, as to the rates of pay, hours of work, and other conditions of employment to be observed by the parties, except as it may be amended hereafter by written agreement of the parties.

Section 3. Duration. Except as it may be amended hereafter by written mutual agreement of the parties, this contract

ARTICLE I

shall become effective at 11:00 p.m., 30 September 1999, and shall continue in effect until 11:00 p.m., 30 September 2002, and shall automatically be renewed thereafter from year to year unless either party notifies the other in writing sixty (60) days prior to the expiration date that it desires to terminate or modify the provisions of the contract. If the Company shall cease to operate, maintain, and repair the facilities and related utilities at the Arnold Engineering Development Center in accordance with Annex C, Statement of Work, of the Company's Contract with the United States Air Force, this contract shall automatically terminate and the rights and obligations of both the Union and the Company hereunder shall automatically cease, except with reference to those employees covered herein who shall remain in the employ of the Company for the purpose of performing work arising from the termination provisions of the Company's closeout agreement with the United States Air Force. As to such employees this contract shall continue in effect until termination of employment.

Section 4. Savings Clause. This contract is subject to provisions of any Federal or State statutes, present or future, which may affect the terms or provisions herein.

Section 5. Protective Security. The Union and the Company agree that they will do their utmost to protect the security of classified information and will not reveal such information to any person not specifically cleared for such information by the United States Government and not specifically identified for access to that information on a need to know basis. No person will be cleared for such information except where the information is necessary for performance of work desired by the United States Government. It is recognized that the Company has agreed not to employ

any person designated by the United States Government whose employment is considered prejudicial to the Government and to remove from work and exclude from the Arnold Engineering Development Center any person whose continued employment is deemed by the United States Government to be prejudicial to the United States Government. Furthermore, all members of the Union, the Company and all employees of the Company are required to comply with all protective security regulations now in effect or as may be promulgated by the United States Air Force. The Arbitrator provided for in Article III, Section 5 of this contract shall not make any decisions that conflict with security regulations adopted by the United States Air Force.

Section 6. Proprietary Information. The Union and the Company agree that they will do their utmost to protect proprietary information. This includes company management information which, if released, could have adverse impact in the Company's competition for contracts.

Section 7. Continuity of Operations. There will be no strikes, lockouts, or work stoppages of any nature. The Union guarantees to support the Company fully in maintaining operations in every way. Participation by any Company employee or employees in an act violating this provision in any way will be complete and immediate cause for discharge by the Company.

If it is contended that the discharged employee did not violate this section of the contract, the Union may, within three (3) days after the employee is discharged, contest the discharge by filing a grievance initially in the third step of the grievance procedure; the grievance shall be subject to arbitration under Article III, Section 5.

ARTICLE II

Section 8. Labor and Management Commitment. The parties recognize the changing work environment and the need to mutually respond and take advantage of the opportunities offered by the changing operating conditions. In view of this, the parties are committed to work with an employee involved work system and maintain an environment of trust and respect throughout the continual use of this nontraditional approach to labor contract administration. To ensure continuous cooperation and teamwork, the parties agree to meet on a regular and frequent basis to address and deal with any topics, including contract provisions, that may arise.

The union and the company agree to seek ways to advance teamwork, cooperation, and efficiencies between the AEMTC, the company and the other primary contractors at AEDC. Any consolidation of the company's and the other primary contractors' represented workforces will be agreed to by both the union and the company.

Section 9. Gender Neutral. Whenever the masculine gender is used in this agreement, it shall also refer to the female gender.

ARTICLE II RECOGNITION

Section 1. Company Recognition. The Union recognizes that the Company shall exercise the exclusive responsibility for the management, operation and maintenance of the Arnold Engineering Development Center and the selection, assignment and direction of the working forces. Such responsibility shall include the right to determine job content and qualifications of employees to perform work, and the right to adopt and enforce reasonable rules and regula-

tions for efficient operations; provided that the Union rights set forth in this contract, including the use of the grievance procedure and arbitration, shall not be abridged, curtailed, or modified by this clause.

Section 2. Union Recognition. The Company recognizes the Union as the exclusive Bargaining Agent with respect to rates of pay, wages, hours, and other conditions of employment for the employees of the company in the recognized Bargaining Unit as set forth below.

The recognized Bargaining Unit consists of all of the Company's operations, maintenance, repair, modification, and service employees within the classifications as set forth in Appendix A, attached hereto, and any new or revised job classifications that may be established in accordance with Article XIII, Section 9, of this contract.

Excluded from the Bargaining Unit are all administrative employees, technical employees, draftsmen, technical assistants, photographers, office/clerical employees, professional employees, cooperative engineering students, security police and supervisory employees as defined in the Labor-Management Relations Act and any other existing job classifications not covered by the above paragraph.

A Bargaining Unit employee, at the time he is hired, will be notified by the Company that the Union is recognized by the Company as the exclusive Bargaining Agent for the employees in the Bargaining Unit.

It is intended to fill job openings that may be created as a result of retirement, disabilities, resignations or staff increases. These openings will be posted by the Company;

ARTICLE II

however, notification will be given to the appropriate Steward. Recommendations from the Union will be evaluated prior to filling the opening.

Section 3. Union Officers and Committees. The Company agrees to recognize a reasonable number of properly certified Stewards and Chief Stewards of the Union for the purpose of representing employees in the grievance procedure. The Company also agrees to recognize a Union Grievance Committee, not to exceed two (2) members.

Employees who are Chief Stewards, the Council President, Secretary, members of the Grievance Committee, the Labor-Management Safety Committee, the Apprentice Committee and the Insurance/Pension Committee shall work the day shift Monday through Friday provided such work schedules exist in his or her job classification and the employee is qualified to perform the work. The Apprentice Committee will have day shift preference only when there is an active apprenticeship program or one is actively being developed for implementation. During the period that an employee is holding the office as a Chief Steward for the Union or is holding the office of President or Secretary of the Council, he shall be placed at the top of the seniority list of employees within his classification. At the end of his term of office, he shall be returned in seniority to his proper place on the seniority list as determined by Article IV of this contract. The Company will not be required to lay off ex-Union officers and recall more senior employees who were laid off while the ex-Union officer was at the top of the seniority list.

Employees who are officers in the Union, stewards or Union committee members will not engage in Union activi-

ties during working time except when properly authorized by supervision.

Job Stewards shall not be transferred from the shift (or shifts) or work area in which they represent employees unless it is necessitated by work requirements. The Chief Steward of concern would be notified and given the reason for the transfer prior to the transfer.

The Union shall notify the Company in writing of any changes of the Stewards, Union officials or committee members.

Section 4. Antidiscrimination. There shall be no discrimination, interference or coercion against any employee because of membership or nonmembership in the Union by the Company or any of its agents, and the Union likewise agrees that there shall be no discrimination, interference or coercion against any employee of the Company due to membership or nonmembership in the Union.

Section 5. Equal Employment Opportunity. The Company and the Union agree to provide equal employment opportunity and affirmative action. The Company and the Union will comply with Executive Order 11246 and Title VII of the Civil Rights Act and will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, veteran status, or presence of a disability or handicap in connection with employment, demotion, upgrading, promotion or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; selection for training including apprenticeship; and layoff or termination.

Section 6. Checkoff of Union Membership Dues and COPE Contributions. The Company agrees to deduct uniform Union membership dues by class of membership from the wages of each employee who furnishes the Company with a written assignment and authorization to deduct such dues from his wages each month and to remit such membership dues to the Union. Such checkoff of membership dues shall continue so long as the employee is continuously a member of the Bargaining Unit, on the payroll, and unless withdrawn in writing by the employee effective as of the first day of March of any year within the life of this contract, or successive contracts, upon the Company's receipt of a written notice from the employee within a fifteen (15) day period immediately preceding the first day of March. The written notice from the employee shall be countersigned by the Chief Steward and addressed to the Company with a copy to the Air Engineering Metal Trades Council by registered mail. An employee, at any time, may change his authorization for membership dues deductions from one class of dues within the Union.

The Company agrees to deduct and transmit to the Treasurer of each union affiliate the amount of monies deducted per week from the wages of those employees who voluntarily authorize COPE contributions on the form provided by the AEMTC. These transmittals shall occur monthly and shall be accompanied by a list of names of those employees for whom such deductions have been made and the amount deducted for each employee.

Section 7. Commitment to Continuous Improvements. The parties agree that joint committees that foster employee participation are permissible under this agreement. It is not the Company's intent that any jobs will be lost as a result of

productivity improvements, but in the event that layoffs are necessary, they will be governed by Article IV, Section 6 of this agreement.

ARTICLE III

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Discussion. Any employee having a complaint shall, with or without his steward, discuss the matter with the supervisor where the alleged violation occurred. If the complaint is not satisfactorily adjusted by the supervisor, it may be considered a grievance and be referred to the grievance procedure. If there are multiple grievants in response to an action or event in which only one grievant could be given redress, the grievances will be consolidated for purposes of the grievance meeting at each step, unless one of the grievants works a shift other than the day shift.

Persons who retire or are laid off, on leave of absence or any authorized absence shall have access to the grievance procedure.

Section 2. Grievance Procedure. Any grievance arising under the terms of this contract or an alleged violation thereof shall be handled in the following manner:

Step 1. An employee, or group of employees, having a grievance shall first take the matter up with the steward, who shall attempt to adjust the matter with the First Line Supervisor or his designated representative in the section where the alleged violation occurred. Unless settlement is reached within three (3) days, the grievance may be carried to Step 2.

ARTICLE III

Step 2. If processed to this step, the tentative issue will be reduced to writing on a form mutually agreeable to the Company and the Union and submitted by the Union to the Second Line Supervisor or his designated representative who will hold a hearing within five (5) days after receipt of the form, with a Union committee consisting of the Chief Steward, the Job Steward, one (1) employee and one (1) member of the permanent grievance committee. No Labor Relations representative(s) or principal officer(s) of the Union will be present unless both attend because of a joint request from the parties of concern. The grievance will be reduced to writing if settlement cannot be achieved and the issues involved will be mutually agreed to by the parties. An answer will be given in writing to the Recording Secretary for the Union with a copy to the Chief Steward and a copy to the Job Steward within five (5) days after the hearing. Failing satisfactory adjustment, the matter will be referred to Step 3.

Step 3. If processed to this step, the grievance will be referred to the Labor Relations Administrator for final hearing and possible settlement by designated Company representatives and the Union grievance committee. Third-step grievance hearings will be held on a mutually agreeable date(s) each month, which is established in advance. An answer will be given in writing addressed to the Secretary of the Council with a copy to the Chief Steward and Job Steward within seven (7) days after the hearing. If no agreement is reached, the matter may be referred to arbitration in accordance with Article III, Section 5.

Section 3. Time Limits. Any grievance not taken up with the affected supervisor within seven (7) days after the occurrence of the incident complained of cannot be processed through the grievance procedure. A grievance will be considered settled if the decision of the Company is not appealed to the next higher step in the above procedure within seven (7) days after a decision has been rendered by the Company. All time limits noted in this Article are exclusive of Saturdays, Sundays, and holidays. Extensions may be made by mutual agreement.

On grievances involving monetary items, time limits do not begin until checks covering said alleged violations are received by the employees.

The Union's failure to carry a grievance from one step to another or to arbitration shall be without prejudice to its right to process the same subject matter, although not the very same case, in another grievance.

In the event the Company does not answer a grievance within the time limits, the grievance may be processed to the next step in the procedure, or to arbitration, as the case may be. In the event an employee is to be discharged for cause, the Company shall notify his Chief Steward immediately, or if unavailable, one of the AEMTC officers. If the Union does not agree, the Union may within five (5) days file a grievance in the third step of the grievance procedure.

Section 4. Pay for Grievance Time. Stewards and employees who are members of the Union Grievance Committee may assist in the settling of grievances under this Article without loss of pay, provided they arrange with their supervisor to leave work for the purpose of handling a grievance.

ARTICLE III

For other than a day shift grievant, grievance hearings shall be scheduled during their regular working hours. Members of the Union Grievance Committee will not receive pay for attending grievance hearings held at times other than during their regular working hours.

With proper approval of the Labor Relations Administrator, members of the grievance committee will be able to meet on the clock without loss of pay in order to assist in the settling of grievances after the third step.

Section 5. Arbitration Procedure. Any controversy which has not been satisfactorily adjusted under the grievance procedure and which involves:

- a. the discharge of an employee; or
- b. the interpretation or application of the provisions of this contract; or
- c. an alleged violation of the contract

may be submitted for settlement to an Arbitrator within fifteen (15) working days after the final action taken under the third step of the grievance procedure.

The arbitrator for each case will be chosen in the following manner: The parties agree to place all the names of current active members of the FMCS roster of arbitrators in the geographical areas of forty-one (41) and fifty-one (51) into a selection pool. The parties will alternately draw one (1) name from the pool until five (5) names have been drawn altogether. The parties will then alternately strike names from the five drawn until one (1) name remains and the remaining name will act as arbitrator.

Each party shall bear its respective expenses, and the expenses incident to the services of the Arbitrator shall be borne equally by the Company and the Union.

The Arbitrator shall be requested by the Company and the Union to render a decision within thirty (30) days after the arbitration hearing. The decision of the Arbitrator shall be final and binding on both parties. The Arbitrator shall not have the power to add to, disregard, or to modify any of the terms of this contract or to base a decision on any past practice which is inconsistent with the provisions of this agreement.

ARTICLE IV SENIORITY

Section 1. Seniority. The seniority of an employee shall be determined by his employment date or transfer date into the Bargaining Unit, whichever is later with respect to the employment date or transfer date to the Bargaining Unit of other employees within a seniority group. By the term "seniority group" is meant one of the groups consisting of one or more job classifications listed in Appendix A, Job Classification Schedule/Wage Rates, of this contract.

Seniority will be determined on the basis of employment date, rehire date, or transfer date into the Bargaining Unit, whichever is later, except as provided for in Section 7, Recalling, and in Section 8, Seniority During Absences, of this Article.

The seniority date for each employee, as of the effective date of this contract, is the date as shown on the most cur-

ARTICLE IV

rent company prepared AEMTC Seniority list. This list is subject to any protests as provided for in Section 4, Seniority List, of this Article.

Employees hired, rehired or transferred into the Bargaining Unit on the same date will be regarded as having the greater seniority according to their relative reporting to work times. This is determined by the "Time to Report," which is specified in the offer letter. The time to report is determined in the event of a tie, by the last four digits of the employees' social security numbers, with the person having the lowest number receiving the greater seniority.

When employees are transferred permanently from one seniority group to another, it shall be done by mutual agreement of the Company and the Union. Employees so transferred and who fail to qualify for the job to which they are assigned within a three (3) month period may be returned to their previous job classification without prejudice to their rights to later be transferred to the same or another job for which they may qualify.

The Company will provide the Council monthly summaries of the wage employees' moves to fill openings through permanent promotions, permanent transfers, and employees hired into the Bargaining Unit.

Section 2. Loss of Seniority. Seniority shall be lost by an employee under the following circumstances:

- a. When he is discharged by the Company.
- b. When he quits the service of the Company upon his own volition.

- c. When he does not properly report when recalled from layoff as set forth in Section 7 of this Article.
- d. When he is not recalled during a period of thirty-six (36) consecutive months after being laid off.
- e. When a Bargaining Unit employee is promoted or transferred to a Non-Bargaining Unit position as provided for in Section 5 of this Article.
- f. When a Bargaining Unit employee who is on a leave of absence as an officer or representative of a Union fails to return to work at the completion of his authorized leave of absence as provided for in Article XIII, Section 13.

Section 3. Probationary Employees. A new permanent/regular employee shall be considered a probationary employee for the first three (3) calendar months of employment in a single seniority group (the three (3) months of service must be consecutive). At the end of this period, if he is retained, his name shall be placed on the seniority list and his seniority shall start from the last date of hire.

The Company and the Union may mutually agree to extend this provision for a period of up to thirty (30) calendar days with the additional period being taken into consideration in determining the employee's seniority date.

The Union shall be notified in the event of discharge of a probationary employee.

The termination of employment of an employee during the probationary period shall not be subject to the grievance procedure.

ARTICLE IV

Section 4. Seniority List. The Company agrees to compile and furnish every three (3) months to the Council copies of a seniority list showing the seniority of each employee in the Bargaining Unit and employees with return rights to higher job classifications. Employees shall have fifteen (15) days following the posting of the seniority list or following return from leave or vacation to raise objections as to the correctness of the list. Additionally, the Company will provide within three (3) months after the signing of this Contract, an employee list identifying all classifications for which they may be eligible in accordance with provisions of Section 6 of this Article. This list will be updated once each year for the duration of the Contract.

Section 5. Seniority Status Outside the Bargaining Unit. A Bargaining Unit employee who is promoted or transferred to a position outside the Bargaining Unit will continue to accumulate seniority for a period of three (3) months following the date of his promotion or transfer. Should the employee remain in a Non-Bargaining Unit position beyond the three (3) month period, he will lose all seniority accumulated under the contract.

Section 6. Layoffs. When decreasing the work force, probationary employees shall be the first to be laid off from the affected seniority group. When it becomes necessary to lay off employees in any job classification within a seniority group, the employees with the least seniority shall be laid off first. An employee scheduled to be laid off shall be given an opportunity to:

- (1) Accept an assignment in an equal or lower rated job classification within the same seniority group provided his seniority exceeds that of an employee in the equal or

lower rated job classification and provided he has the necessary qualifications to perform the work of the equal or lower rated job.

- (2) Accept an assignment into one of the classifications to which he has previously been assigned in a different seniority group, provided his seniority exceeds that of any employee in his previously assigned classification.

If a job opening later occurs in the employee's classification from which he was laid off, he shall be recalled to said classification if his seniority exceeds that of other employees having recall rights to that classification.

Section 7. Recalling. Recalling shall be in reverse order of layoff, first within a job classification and then within the seniority group, subject to qualifications to perform the work.

Employees who are offered a job within the seniority group other than the classification from which he was laid off will not lose their seniority, or recall rights if they do not accept the recall.

Employees being recalled from layoff status shall be notified by registered mail, return receipt requested, mailed to the last address on record in the Company's files. If the Company does not receive a reply from the employee to said letter with a specific start-work date within six (6) days from the date of its delivery, as shown on the registered mail receipt, in which the employee agrees to report for work within two (2) calendar weeks after he has received said notification, or if the Post Office returns said letter to the Company because the addressee has moved, or the

ARTICLE IV

employee does not report for work on the date he agreed to report as provided in this section, the employee will be considered to have forfeited all recall rights, unless these times limits are extended by the Company. In case of an emergency the Company may temporarily fill any vacancy. Laid off employees who are offered jobs of less than forty-five (45) calendar days duration by the Company will not lose their seniority if they do not accept the offer. Qualified employees may be hired while laid off employees are being recalled.

Section 8. Seniority During Absences. Employees will continue to accumulate seniority when absent due to occupational illness, occupational accident, or personal illness for a continuous period of thirty-six (36) months. Seniority will also be accumulated during leaves of absence granted in accordance with Article XIII, Section 11 of this contract, and for approved leaves of absence for other personal reasons not in excess of thirty (30) days.

Section 9. Shift Preference. The employees with the older seniority within a classification within a seniority group within a shop or section shall have shift preference once each year (Union contract year) or when the Company makes a shift change. In situations where a shift change is initiated by the employee, only the employee who initiated the action and the one who is being bumped will be affected.

Section 10. Transfer. Transfers for a period of more than thirty (30) calendar days are considered permanent, and those for less than thirty (30) calendar days are temporary.

When permanent transfers become necessary from one Department to another, it shall be done on a senior volunteer

basis from the affected shop or section. If there are no qualified volunteers, the junior qualified employee shall be transferred. Temporary transfers from one Department to another will be made by the Company and will not be subject to the senior volunteer provision. This same definition applies to lateral transfer requests in Article XIII, Section 10.

ARTICLE V HOURS OF WORK AND OVERTIME

This article defines the workday, workweek, rest days, and regular work schedule and the manner in which these affect payments made to employees. Nothing in this article shall be construed as a guarantee or limitation of hours worked, nor as a restriction on the Company in adjusting the working schedule to meet operating requirements.

For the purpose of this contract, the employee's straight-time rate is the rate of pay per hour exclusive of shift differential, overtime premium, and other forms of remuneration. The regular rate is the rate of pay per hour including applicable shift differential, but excluding overtime premium, and other forms of remuneration.

Section 1. Definitions.

- a. The established workweek for all employees (except those on the 24-hour work schedule-see i) shall be the seven (7) day period beginning at 11:00 p.m. Sunday. The workweek shall end for overtime pay purposes at 11:00 p.m. Sunday, unless an employee's fifth workday has not ended.

ARTICLE V

- b. An employee's workweek shall consist of five (5) days of work (eight (8) consecutive hours each day) and two (2) rest days within the established workweek. The employee's rest days must be consecutive (except when the employee voluntarily changes shifts) but may fall in two (2) different workweeks.
- c. An employee's work schedule is the days and hours an employee is scheduled to work within his established workweek. For further details, see Section 3 of this Article.
- d. An employee's workday is a period of twenty-four (24) consecutive hours starting at the time the employee is scheduled to begin work on the first work shift in the established workweek. Each succeeding workday is a twenty-four (24) hour period beginning at the same hour of the day, except that the workday immediately preceding a rest day will end at 11:00 p.m. for employees assigned to a non-overlapping workshift.
- e. The work shift is the specific hours an employee is scheduled to work on each of the five (5) scheduled workdays in the established workweek. When an employee's scheduled workshift overlaps the calendar rest day by thirty (30) minutes or less, the time of overlap will be paid at the employee's regular rate.
- f. Rest days are those days on which an employee is scheduled off during the established workweek. The two (2) rest days may fall on any days and in different established workweeks, but will be consecutive.
- g. An overlapping shift is one in which an employee's scheduled work shift overlaps two (2) calendar days by

more than thirty (30) minutes. The workday of an employee assigned to an overlapping shift is a twenty-four (24) hour period beginning at the time the employee is scheduled to begin work on the first work-shift in the established workweek. Each succeeding workday and the employee's rest days are twenty-four (24) hour periods beginning at the same hour of the day, except that when an employee's work schedule is changed and the employee's second rest day falls on Sunday, the second rest day will not be a twenty-four (24) hour period, but will end at 11:00 p.m. Sunday.

- h. Calendar days, for the purposes of Article V, will be the twenty-four (24) hour period beginning at 11:00 p.m.

Section 2. Normal Hours.

- a. The normal fixed day shift shall consist of five (5) consecutive days of eight (8) hours (exclusive of a thirty (30) minute lunch period) beginning at 7:00 a.m. Monday. The lunch period may be taken within thirty (30) minutes before or after the employees normal lunch period. Lunches not observed during this one and one-half (1 1/2) hour period will be counted as hours worked and paid at the appropriate rate.
- b. The normal second or fixed evening shift shall consist of five (5) days of eight (8) consecutive hours beginning at 3:00 p.m. Monday.
- c. The normal third or fixed late night shift shall consist of five (5) days of eight (8) consecutive hours beginning at 11:00 p.m. Sunday.

ARTICLE V

- d. Odd shifts are those shifts that are not fixed and may begin at irregular hours or on irregular days in the established workweek. Employees working odd shifts will be scheduled for eight (8) consecutive hours and five (5) days per week.
- e. Changes in the normal number of hours per day or per week may be made by mutual agreement of the Company and the Union.
- f. It is understood that all shifts will be posted in accordance with Section 3a.

Section 3. Work Schedules.

- a. An employee's regular work schedule is his five (5) scheduled workdays within the established workweek, such schedule to be determined by the Company and posted at least by the end of the day shift on Thursday of the previous week.

Employees may be assigned to a new regular work schedule provided the new regular work schedule is properly posted without the payment of premium pay providing a minimum of twenty-four (24) hours will elapse between the end of their last workshift in one workweek and the beginning of their first workshift in the following workweek.

- b. A minimum of twenty-four (24) hours notice in advance of the beginning of the new work shift shall be given employees of any change in the posted hours. An employee who has not received twenty-four (24) hours notice in advance of any shift change will be paid time

and one-half (1 1/2) for the first eight (8) hours of such change. Employees required to change shifts a second time within the workweek will be paid time and one-half (1 1/2) for the first eight (8) hours of the second change.

- c. When Saturday is a workday within a regular work schedule, it will be disregarded for overtime purposes, and for such purposes the first rest day within the established workweek shall be considered to be Saturday. When Sunday is a workday within a regular work schedule, it will be disregarded for overtime purposes, and for such purposes the second rest day within the established workweek shall be considered to be Sunday.
- d. All absences with pay shall be counted as time worked for overtime considerations.
- e. Employees may trade shifts or days off within their own job classification, with the prior approval of their respective supervisors, provided that no overtime is created by the exchange of shifts or days off.

Section 4. Reporting for Work. Any employee who properly reports for work on his regular shift and is sent home because of lack of work shall receive a minimum of four (4) hours pay at his regular hourly rate, unless he has been notified not to report to work at least by the end of his last regular shift. The least senior employee on duty within a classification within a shop or section will be the first to be relieved of duty.

Section 5. Lost Time. The Company will use one-tenth (1/10) of an hour (6 minutes) as a unit in computing tardi-

ness. If an employee reports to work from one (1) to six (6) minutes late, the employee will lose one-tenth (1/10) of an hour (6 minutes). For tardiness beyond six (6) minutes, the regular procedure of computing time in multiples of six (6) minute intervals will apply. Employees leaving the job early will be considered tardy on the same basis as if they reported to work late. Employees shall not be required to work during the period used in computing tardiness. The foregoing shall not be considered as a limitation on the right of the Company to take disciplinary action for repeated or unexcused tardiness.

Section 6. Pyramiding of Overtime. The allowance of overtime pay on any hour for which an employee receives compensation eliminates that hour from consideration for overtime pay on any other basis. If overtime worked falls under two (2) or more pay rates, the higher rate shall prevail in determining overtime pay.

Section 7. Assigning and Posting Overtime. Opportunities for overtime work assignments shall be divided equally on a practical basis among employees who regularly perform the work within a particular job classification within a shop. Overtime work assignments will be offered to the low employee where practical except: skill limitation, emergency (proximity of personnel), continuity of operation, double time avoidance and other situations agreed upon between supervisor and steward.

A record of overtime and a record of overtime payments will be kept and made available to the Union for examination at any time. The Company and the Union agree to meet monthly to monitor the overtime and take steps to correct any problems with overtime if necessary.

A new permanent/regular employee, at the end of his probationary period, will be charged with the same amount of overtime hours as the highest employee within his classification, in his shop or section.

Employees who are reassigned will be placed in the relative position to the high employee (the same differential of hours) on the overtime record in their new shop or section as they held in their previous shop or section. Employees who work as many as four (4) hours and are physically located in the new shop or section at the end of their work shift will remain on the overtime record in the new shop or section until they return to their old shop or section on their next scheduled shift.

If an employee is offered overtime and refuses, for any reason, he will be charged on the overtime record the number of hours that he would have been paid on overtime. Union officers on authorized Union business will have the option to work or refuse overtime without penalty on the day involved.

If it is necessary after first offering the overtime to all the employees on the overtime record to direct the low employee to work, he will be charged for the hours refused in addition to the hours that he is directed to work.

An employee who incurs a limitation because of an illness or disability which prohibits overtime assignments will not be offered overtime during such restriction and will, when able to work overtime, be placed in the relative position to the high employee (the same differential of hours) on the overtime record as he held prior to becoming ill or disabled. An employee whose restriction does not prohibit overtime assignments will be offered overtime. The determination as

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to whether an employee with a restriction can or cannot accomplish a particular overtime assignment shall be made by the supervisor.

An employee who is instructed by his supervisor to work unscheduled overtime after the end of his shift will be offered a minimum of one (1) hour. If the work is completed in less than one (1) hour, the employee may elect to clock out and be paid for time worked.

Overtime hours, before they are posted on the overtime record, will be translated into the equivalent straight-time hours to the nearest one-half hour, i.e., one (1) hour paid at double time will be posted as two (2) hours.

Hours worked on holidays are considered to be overtime and are to be posted as such on the overtime record. Employees recalled from layoff will be charged with the same amount of overtime hours as the highest employee on the overtime record.

Except as provided under Article VII, employees who have obtained approval of four (4) or more hours of vacation will not be asked to perform overtime work during this period. An employee who has scheduled at least four (4) hours of vacation at the end of a shift will not be offered overtime until he properly reports for the next scheduled workshift. An employee who has scheduled at least four (4) hours of vacation at the beginning of a shift will not be offered overtime from the end of his last scheduled workshift prior to the scheduled vacation until he properly reports for his next scheduled workshift.

However, if an employee has scheduled vacation, he may elect to be available for overtime and notify his supervisor

of such at the time of his scheduling. If the employee subsequently refuses such offered overtime, he will be charged according to paragraph 5 of Section 7.

Section 8. Offsetting Overtime. An employee shall not be required to take time off from his regularly scheduled normal workweek in order to offset overtime.

Section 9. Time and One-Half. Overtime at the rate of one and one-half (1 1/2) times the regular rate of pay shall be paid as follows:

- a. For hours worked in excess of forty (40) in the established workweek, or
- b. For the 9th, 10th, 11th, or 12th hours worked in the workday, or
- c. For the first eight (8) hours worked on Saturday, or the first eight (8) hours worked on the employee's first rest day in the established workweek, or for the first eight (8) hours worked on a holiday, in addition to the holiday pay.

Section 10. Double Time. Overtime at the rate of two (2) times the regular rate of pay shall be paid as follows:

- a. For hours worked in excess of twelve (12) during any workday; or
- b. For hours worked in excess of eight (8) on Saturday, or for hours worked in excess of eight (8) on the employee's first rest day in the established workweek, or for hours worked in excess of eight (8) on a holiday, in addition to the holiday pay.

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- c. For all work performed on Sunday, or for all work performed on the employee's second rest day in the established workweek and for those continuous hours which begin before 11:00 p.m. Sunday and continue after 11:00 p.m. Sunday, prior to the beginning of the employee's posted workshift; or
- d. For those hours worked which are not identified as workdays or rest days; or
- e. For all continuous hours worked in excess of twelve (12).

Section 11. Call-In. An employee who is notified by the Company to report for work outside of his regular shift shall receive not less than the equivalent of three (3) hours pay at one and one-half (1 1/2) times his regular rate for such call-in. In situations where an employee who has already reported to work and has not clocked in but is subsequently asked to by supervision, the employee will be paid for time worked at one and one-half (1 1/2) times his regular rate of pay. The three hour guarantee is not applicable under the following conditions:

- a. An employee is notified prior to the end of his previous workshift of an early starting time on the next workshift.
- b. In those instances in which an employee, having been contacted and notified to report to work at a specified time outside his regular shift, does not report at the specified time or within a reasonable period thereafter.

If notification must be made to employees who are off duty, management may direct the first employee(s) contacted to

report to work, provided that management begins notifications with the lowest employee on the overtime list and works the list in sequence to the next higher employee(s). Supervisors may excuse the employee from overtime work due to special circumstances.

Section 12. Exchange of Jobs Within Seniority Groups.

When an employee is assigned to a higher paid job he will receive the higher rate for the time he is on the job.

Section 13. Four Day Workweek. A work schedule consisting of four (4) consecutive scheduled workdays and three (3) rest days within the established workweek may be utilized if agreed upon between the Union and Company in a shop or section with each day consisting of ten (10) hours (exclusive of a thirty (30) minute lunch period). The day shift starting time will be between 0500 and 0700 hours; second shift between 1500 and 1700 hours.

- a. Thanksgiving holidays will be three eight-hour shifts with normal Thursday and Friday off. For holidays that fall on Friday or Monday, the workweek will be either three ten-hour shifts and two hours vacation or four eight-hour shifts (optional by employee).
- b. Meal allowances will not apply until after working twelve hours in any work day. Overtime will apply after working the normal 10 hour day. Shift differentials shall not apply to hours worked during the normal ten-hour day shift.
- c. An evening four ten-hour shift may be utilized with shift differential paid for the full ten-hour shift. The evening four ten-hour shift will include a 30-minute unpaid lunch break. Overtime and meal allowance for

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the evening shift will follow the normal 10-hour shift rule.

- d. Funeral Leave. Article VI, Section 3 will apply, i.e., no less than two (2) and up to three (3) regularly scheduled consecutive workdays. The two and up to three workdays equates to 16 and 24 hours, respectively.
- e. Occupational Disability. Employees absent due to an occupational illness or injury will be charged four (4) hours of disability allowance for each ten (10) hour period.
- f. Time and One-Half (1 1/2). The Company will pay one and one-half (1 1/2) times the regular rate of pay as follows:
 - (1) For hours worked in excess of forty (40) in the established workweek; or
 - (2) For the 11th and 12th hours worked in the workday; or
 - (3) For the first ten (10) hours worked on the employee's first and second rest day in the established workweek.
- g. Double Time. The Company will pay two (2) times the regular rate of pay as follows:
 - (1) For hours worked in excess of twelve (12) during the workday; or
 - (2) For all hours worked on the third rest day; or

- (3) For all hours worked in excess of ten (10) hours on the first and second rest days.
- h. Work schedule changes will be posted no later than the end of the workshift on the last workday preceding the employee's rest day(s). The four day schedule may be rescheduled to a normal eight (8) hour day, five-day workweek as operating conditions dictate.

ARTICLE VI EMPLOYEE BENEFITS

Section 1. Voting Time. An employee who is unable to vote before or after his regularly scheduled work period will be allowed sufficient time with pay, not to exceed three (3) hours, for exercising his franchise to vote in local, county, state and federal elections, provided such employee presents evidence indicating eligibility to vote to his supervisor. Payment will be made at his straight-time rate exclusive of shift premium. When an election is at the end of an employee's workday, the employee will not be charged on the overtime record if the employee elects to go to vote.

When the workday of an employee commences three (3) hours after the opening of the polls, or ends three (3) hours prior to the closing of the polls, time off for voting will not be allowed.

Section 2. Jury Duty. Upon receiving a summons to report to jury duty, an employee shall on the next work day exhibit the summons to his immediate supervisor, and the employee shall thereupon be excused from employment for the day or days required of the employee while serving as a juror in any court of the United States or the state of Tennessee, provided that such employee's responsibility for jury duty

exceeds three (3) hours during the day for which excuse is sought. If the jury service of the employee does not exceed three (3) hours, he is not entitled to an excused absence for the remainder of the day; he may return to work or use vacation for the rest of the shift.

If an employee summoned for jury duty is working a night shift or is working during hours preceding those in which court is normally held, such employee shall also be excused from employment as provided by law for the shift immediately preceding the employee's first day of service on any lawsuit. After the first day of service, when such employee's responsibility for jury duty exceeds three (3) hours during a day, then the employee shall be excused from his next scheduled work period occurring within twenty-four (24) hours of such day of jury service.

Payment for time spent in jury duty shall be the difference between the employee's normal straight-time earnings and the fees received from the court for the length of the jury service time, provided the employee submits evidence of the total amount received from the court. Only the days actually spent in court are to be counted in calculating payment.

Section 3. Funeral Leave. An employee shall be granted an excused absence for the purpose of attending the funeral of a member of his immediate family and will be paid his straight-time rate for no less than two (2) and up to three (3) regularly scheduled consecutive workdays. Payment for such absences will be limited to the period beginning with the day of death and ending with the day following the funeral, except when it is necessary to extend the length in order to meet the two consecutive workdays provision.

For the purpose of this section, the term “a member of his immediate family” shall be defined as the following: spouse, children, brothers, sisters, parents, step-parents, foster parents, parents-in-law, brother and sister-in-law, grandparents, grandchildren, and stepchildren of employee.

Section 4. Holidays. The following holidays will be considered as paid holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	
4 additional Christmas Holidays	

Employees will be allowed to take vacation or leave without pay for the scheduled work days during these periods. The Christmas holidays will be set by the Company at least 60 days in advance and the five Christmas holidays will be consecutive.

An employee's holiday will be the twenty-four (24) hour period beginning at the time the employee is scheduled to begin work on his workshift which starts during the calendar holiday, except as it may be changed by mutual agreement between the Company and the Union.

Eight (8) hours pay at straight time shall be given to all employees who are normally scheduled to work on the above holidays but who are not permitted work by the Company.

When a recognized holiday falls upon an employee's first scheduled rest day, the workday immediately preceding shall be observed as his holiday; when a holiday falls upon his second scheduled rest day, the next succeeding scheduled workday shall be observed as his holiday.

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If a designated holiday occurs during an employee's vacation, the employee will receive eight (8) hours pay at straight time and the holiday will not be charged against the employee's accrued vacation.

Section 5. Group Insurance. Effective 11:00 p.m., 30 September 1999, the Company will continue the existing group insurance plan through 30 September 2002. On 1 October 1999, the Company will make available to wage employees covered by this agreement a voluntary group insurance plan consisting of major medical, accident and sickness benefits. In addition, the group term life insurance provided to the employee is \$30,000. The company will continue to pay sixty-five percent (65%) of the premium cost and the employee will pay thirty-five percent (35%) of the premium cost. The company will provide Life Insurance/Accidental Death and Dismemberment (AD&D) coverage at two times the employee's annual wages rounded up to the next higher \$1,000. Employees will be given the option to purchase additional employee-paid life and AD&D coverage up to two times their annual wages. Both the company provided Life and AD&D and the employee option will be adjusted as the employee's annual wages increase each year. The employee's group health and life insurance premiums will be administered under the premium conversion plan allowed by Section 125-B of the Internal Revenue Code, so long as this is not significantly changed by law or regulation.

In consideration of the deletion of the disability provision from the pension plan, the company will offer to employees the option of purchasing group long-term disability insurance at the employee's expense.

Prior to and during any change in insurance carrier or increase in premium rates two representatives from the

Union Insurance Committee will meet with representatives of the Company to discuss such changes to ensure that the mutual best interest of the Company and Union is protected.

Any refunds received during the period that this agreement is in effect will be divided in ratio of payment of thirty-five percent (35%) to the employee and sixty-five percent (65%) to the Company.

Section 6. Severance Allowance. Eligible employees shall be paid a severance allowance when they are laid off because of a reduction in force (subject to the provisions of Paragraph b. of this section), or when terminated for medical reasons, as approved by medical authority.

- a. Severance allowance shall be paid to eligible employees in one of the following ways (at the employee's option), at straight-time rates, regardless of any other payments for which the employee is eligible:
 1. Being paid on a weekly basis as a continuation of regular pay periods until one of the following occurs:
 - (a) Severance allowance is exhausted, or
 - (b) Employee is recalled by the Company.
 2. Being paid a lump sum.
 3. Waiving severance allowance pay of any kind.

The amount of severance allowance to be paid to employees who are laid off or terminated for medical reasons shall be based upon the following schedule.

Severance Allowance Per Full Year of Service

Length of Service*	Employees Hire 28 February 1983 or before	Employees Hired After 28 February 1983
Under 1 year	No allowance	No allowance
1 year to less than 2 years	40 hours pay	20 hours pay
2 years to less than 3 years	80 hours pay	40 hours pay
3 years to less than 4 years	120 hours pay	60 hours pay
4 years to less than 5 years	160 hours pay	80 hours pay
5 years to less than 6 years	200 hours pay	100 hour pay
6 years to less than 7 years	240 hours pay	120 hours pay
7 years to less than 8 years	280 hours pay	140 hours pay
8 years to less than 9 years	320 hours pay	160 hours pay
9 years to less than 10 years	360 hours pay	180 hours pay
10 years to less than 11 years	400 hours pay	200 hours pay
11 years to less than 12 years	440 hours pay	
12 years to less than 13 years	480 hours pay	
13 years or more	500 hours	

* The maximum accumulation of severance allowance for employees of the former Bionetics Corporation and the OAO Corporation that were hired on or before 28 February 1983 is 600 hours.

The most recent hire, rehire or recall date, including the date an employee voluntarily resigns as provided for in the succeeding paragraph, will be used in determining the employee's length of service. For employees of the prior contractor, who were hired 1 January 1981 without a break in AEDC service, the date provided by the former contractor or 1 July 1974, whichever is later, will be used in determining the employee's length of service.

Employees shall not receive credit for Company service for leave of absences of more than thirty (30) calendar days, for time spent in layoff or other separations from the payroll.

- b. If a succeeding contractor replaces the Company in its contract for any or all of the operation, maintenance and repair of the AEDC, the Company's employees reduced in force because of such action shall be required to sign a Company certificate, as required by the Government, stating that he has, or has not, accepted employment with the succeeding contractor, or that he will or will not enter into an agreement for subsequent employment by the succeeding contractor within one (1) year.

The employee will be paid severance allowance as provided in (a) above if he indicates on this certificate that he has not accepted, and will not within one (1) year accept, employment with the succeeding contractor.

If the employee indicates acceptance of employment, or plans to accept employment within one year, with the succeeding contractor, he will not be paid any severance allowance by the Company.

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The Company will report to the Government the length of service of each employee through his last date of employment with the Company. Such length of service will be credited to each employee so reported as agreed to between the Government and the succeeding Contractor.

Section 7. Retirement Plan.

- a. Permanent/regular employees as of 28 February 1983 who elect early voluntary retirement at age sixty-two (62) through age sixty-four (64) shall receive a supplement of fifty (50) hours of pay for early retirement at their straight-time rate for each full year of service up to a maximum of six hundred (600) hours of pay as follows: If the employee retires at the end of the month in which he becomes sixty-two (62) years of age, he shall be paid one hundred percent (100%) of his early retirement supplement pay. An employee who retires after that date but on or before the last day of the month in which he reaches age sixty-three (63) shall be paid sixty-six and two-third percent ($66\frac{2}{3}\%$) of his early retirement supplement pay. An employee who retires after that date but on or before the last day of the month in which he becomes sixty-four (64) years of age shall be paid thirty-three and one-third percent ($33\frac{1}{3}\%$) of his early retirement supplement pay.

The most recent date of hire, rehire or recall shall be used in determining the length of service for early retirement supplement pay. For employees of the prior contractor, who were hired by the Company without a break in AEDC service, the service date, provided by the former contractor or 1 July 1974, whichever is later, will be used in determining the length of service.

Employees shall not receive credit for Company service for a leave of absence of more than thirty (30) calendar days, for time spent in layoff and other separations from the payroll. Employees who leave the Company to enter military service shall receive credit for prior Company service and military service as applicable to a veteran with reemployment rights.

- b. Employees who elect early retirement shall submit a written notice of their election to the Manager, Human Resources, forty-five (45) days before their retirement date.
- c. Prior to and during any change in the Pension Plan, representatives of the Company will meet with two representatives of the Union to discuss such changes to ensure that the mutual best interest of the Company and the Union is protected.
- d. The Union may select a committee to make recommendations to the Pension Plan Administrative Committee.
- e. ACS employees who were hired or rehired by the predecessor contractor after 28 February 1983 are not eligible for an early retirement supplement.
- f. Employees hired on or after 1 October 1999 shall not have the option to receive immediate lump sum payment of vested benefits at retirement.
- g. It is agreed that any amounts paid as severance allowance pay to any employee by the Company or its predecessor contractor at AEDC shall be used as an offset and deducted from any and all amounts to which an employee may be entitled, now or hereafter, as early retirement supplement pay.

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Section 8. Savings Plan. The Company shall make available to all eligible employees a Retirement Savings Plan. The benefits of this plan are described in the document “ACS, Employees' Retirement Savings Plan.”

The Company shall make contributions in accordance with the provisions of the Plan in behalf of each participant during the life of this contract.

Prior to and during any change in the Employees' Retirement Savings Plan, representatives of the Company will meet with two representatives of the Union to discuss such changes to ensure that the mutual best interest of the Company and the Union are protected.

Section 9. Company Service Date. Company service is determined from either the hire date or rehire date. Hire date is the first date of employment with the company plus the length of service with the predecessor AEDC contractor-employer adjusted to the anniversary date of employment with the predecessor employer. The rehire date is the date the employee returns to the company employment with a zero balance of service. Employees who leave the company to enter military service upon return receive credit for prior service with the company and military service credit as applicable to a veteran with re-employment rights. Temporary employees without interruption between their temporary and permanent service receive credit for service as a temporary employee. Employees receive no credit for service for a leave of absence of more than thirty (30) calendar days or for time spent in layoff or other separations from the payroll. Employees who resign or who are terminated for cause forfeit all of their service credit.

ARTICLE VII VACATIONS

Employees hired on a permanent/regular basis, shall receive vacations in accordance with their Company service.

- a. Employees will be provided paid vacations on the following basis:

Years of Company Service	Paid Vacation Per Year	Accrued Per Month
0 to less than 5	96 hours	8 hours
5 to less than 10	108 hours	9 hours
10 to less than 15	132 hours	11 hours
15 to less than 20	156 hours	13 hours
20 to less than 25	168 hours	14 hours
25 and Over	184 hours	15-1/3 hours

- b. Vacation periods shall be available for selection on 1 March of each year for vacations to be liquidated during the next vacation year. Employee vacation choices must be completed by 1 April with vacation assignments posted by the Company on or before 15 April. An employee, scheduled to be on vacation during the selection period 1 March to 31 March, must submit his vacation choice in writing to his supervisor prior to such vacation. Failure to do so will result in the forfeiture of his choice of vacation period and he will select from the periods still available upon his return to work.

In scheduling vacations, the Company will give preference as to dates in accordance with employee seniority and the operational requirements of the Company.

Any requested vacation must be approved by the Company before it is to start.

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Once the Company has approved a specific period of time as the vacation period for an employee, the Company may not alter or change such vacation period unless dictated by operational requirements.

Vacation hours not earned can only be advanced to the employee by special agreement with the Company and no employee will be allowed to schedule vacation until after three (3) months of employment.

The maximum carryover of vacations into a new calendar year is two hundred forty (240) hours.

When the number of vacation hours held by an employee exceeds the total maximum carryover allowed, the excess hours will not be lost provided:

1. The maximum was exceeded because of Company action or occupational or nonoccupational disability, and
 2. The excess is taken within the first sixty (60) calendar days of the employee's date of return to work.
- c. Vacation payment will be calculated on the basis of an employee's straight-time hourly rate, including applicable shift differential and the number of hours in the normal workweek.
- d. If an employee who has completed the minimum eligibility requirements for a vacation retires, resigns, is laid off, is discharged, or dies, he or his survivors will be paid a vacation allowance not to exceed two hundred forty (240) hours for any accrued vacation that may be due him.

- e. An employee who is recalled following a layoff for reduction in force will be required to work three (3) months following his recall before he is again eligible to take a vacation, but will accumulate vacation pay as provided in this Article.
- f. Absence of an employee on his scheduled workday, immediately preceding or following his vacation, may not be excused for any reason except unavoidable circumstances.
- g. Employees starting work the first (1st) through the fifteenth (15th) day of the month will be given credit for the full month, whereas, employees beginning their employment on the sixteenth (16th) day of the month, or any day thereafter, will be given no credit for that month. If termination of employment occurs between the first (1st) and the fifteenth (15th) of the month, vacation time will be computed to the last day of the previous month. If termination occurs on the sixteenth (16th) day of the month or thereafter, the vacation time will be computed to the end of the month.
- h. Employees may request and receive advanced vacation pay if the following conditions are met:
 - 1. The request is properly submitted to the Payroll Office at least 15 calendar days in advance of the starting date of the vacation.
 - 2. The vacation period must be at least forty (40) hours in duration.
 - 3. The vacation period for which advance pay was

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requested, cannot include any time between the dates of 15 December and 15 January.

ARTICLE VIII SICK LEAVE ALLOWANCE

Section 1. General.

- a. Employees hired on a permanent/regular basis will be credited with sick leave at the rate of eight (8) hours per month of active employment. New employees are awarded the appropriate monthly accrual for the first month of employment if they begin work on or before the fifteenth (15th) of the month. Only employees whose company service is equal to or in excess of three (3) months may use their sick leave accrual except for occupational illness or injury. Temporary and casual employees accrue no sick leave.
- b. When an employee retires or is terminated, all unused hours of sick leave shall be used to increase the years of participation for pension benefits.
- c. After an employee has legitimately exhausted all of his sick leave and vacation accrual because of sickness or injury, the company will pay one hundred percent (100%) of the insurance premium for the remainder of a six (6) month period, but not to exceed six (6) months as calculated from the date the disability began.

Section 2. Occupational Illness or Injury

- a. Employees absent due to occupational illness or injury will be charged 2.7 hours of sick leave for each eight (8)

hour period that they are absent. To be eligible to receive the 2.7 hours for eight, the employee's injury or illness must have arisen out of and in the course of his or her employment, and the injury or illness must not be purposely self-inflicted or a result of willful misconduct, willful violation of plant rules, willful refusal to use safety appliances, or due to the employee's intoxication or use of illegal drugs.

- b. Until he exhausts his sick leave accrual (and then his vacation accrual), an employee who is injured on the job will receive from the company one hundred percent (100%) of his straight time hourly rate, offset by the amount of temporary total benefits the employee receives from the workers' compensation carrier. Once an employee exhausts all sick leave and vacation accrual, he or she will receive only the temporary total benefits from the workers' compensation carrier.

Section 3. Usage.

- a. Accrued sick leave hours are to be used to cover absences due to the illness or injury of the employee or a member of the employee's immediate family who is totally dependent upon the employee for care or support which prevent the employee from working.
- b. The company and the union agree to work together to curtail any and all potential and/or proven abuse of sick leave as stated within the confines of this agreement.
- c. The employee must report his absence and the reason for his absence to his immediate supervisor or the person designated by the company to take call-ins as soon

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as possible, but no later than two (2) hours after the beginning of the shift, except for causes beyond his control.

Section 4. Conditions for which sick leave will not be paid.

- a. Sick leave will not be paid for:
 1. any disability caused directly or indirectly by war or riot;
 2. any intentionally self-inflicted injury;
 3. any period of incapacity during which the employee is gainfully employed, including self-employment;
 4. improper use of sick leave or unauthorized absences.
- b. An employee's chief steward and a principal officer of the council will be invited to be present when an employee is disciplined for excessive absenteeism or unauthorized absences.

ARTICLE IX WAGES

Section 1. New Hires. All permanent employees hired on or after 1 October 1999 shall be hired at 80% of the top pay rate in his particular classification. The employee shall progress 4% each year until he reaches 100% of the top rate as follows:

After 1 year of employment - 84%
After 2 years of employment - 88%
After 3 years of employment - 92%
After 4 years of employment - 96%
After 5 years of employment - 100%

Those employees currently paid 90% of the top pay rate pursuant to Appendix B of the 1997 USAI/AEMTC contract will continue to be paid 90% of the top pay rate until 30 September 2000, at which time they will progress to 92% of top rate. From that date, they will progress in pay each year according to the progression scale above. Those permanent employees who are currently paid less than 80% of the top pay rate pursuant to Appendix B of the 1997 USAI/AEMTC contract shall immediately progress to 80% and then shall progress through the above pay scale on a yearly basis.

All temporary employees shall be hired at \$3.00 per hour less than 100% of the top pay rate in the classification into which they are hired. Temporary employees without interruption between their temporary and permanent service shall receive credit for service as temporary employees within the classification into which they are permanently hired for purposes of entering the progressive pay scale described above.

New employees must meet 100% of the minimum qualifications of the job classification into which they are hired. Management reserves the right to hire candidates in at any point in the progressive scale if the labor market demands.

Section 2. Wage Increases. The Company and the Union agree that top wage rates negotiated and shown in Appendix A to this contract shall become effective as follows:

ARTICLE IX

11:00 p.m., 30 September 1999	3%
11:00 p.m., 30 September 2000	2.75%
11:00 p.m., 30 September 2001	2.5%

Section 3. Incentive Pay. The company agrees to pay as incentive a higher wage rate (in FY 2001 and FY 2002) than the rate quoted in Section 2 for overall improvement in wage employees' productive man-year hours. Incentive pay rate as opposed to the minimum rate in Section 2 will be paid under the following conditions:

For FY01:
Beginning
1 Oct. 2000 Employees will receive 3.0% raise if the FY00 productive man-year for AEMTC employees averages 1780 hours per employee;

Employees will receive 3.5% raise if the FY00 productive man-year for AEMTC employees averages 1790 hours per employee;

Employees will receive 4.0% raise if the FY00 productive man-year for AEMTC employees averages 1800 hours per employee.

For FY02:
Beginning
1 Oct. 2001 Employees will receive a 3.0% raise if the FY01 productive man-year for AEMTC employees averages 1790 hours per employee;

Employees will receive a 3.5% raise if the FY01 productive man-year for AEMTC employees averages 1805 hours per employee;

Employees will receive a 4.0% raise if the FY01 productive man-year for AEMTC

employees averages 1808 hours per employee.

Productive man-year hours will be counted from 1 October through 30 September of any affected year. Any earned incentive will be paid beginning 1 October of the succeeding fiscal year.

The productive man-year for the average wage employee was 1684 for FY98. For the purposes of this section, productive man-years will be calculated using the same equation used to calculate the FY98 man-year. Company ordered standdowns or furloughs shall not impact the calculation of the productive man-year hours for purposes of this section.

Section 4. Promotions. An employee promoted to a higher classification will receive the rate of the new classification.

Section 5. Demotions. When an employee is demoted to a lower paying classification, either at his own request or when no other work is available that he can perform, he shall receive the rate of the lower classification as of the date of the demotion.

Section 6. Shift Differential. A shift differential will be paid to employees for work performed during the following hours:

- a. Thirty cents (30c) per hour for hours worked between 3:00 p.m. and 11:00 p.m.
- b. Forty cents (40c) per hour for hours worked between 11:00 p.m. and 7:00 a.m.

This differential shall not apply for shift overlaps of less than one (1) hour or to employees on the 24-hour work

ARTICLE IX

schedule. Employees working overtime will receive the shift differential, if any, in effect during such overtime hours.

Section 7. Saturday and Sunday Premium Pay. Employees who are scheduled to work on Saturday as a part of their regular work schedule shall be paid thirty cents (30c) per hour in addition to their regular rate for Saturday's work. Employees who are scheduled to work on Sunday as a part of their regular work schedule shall be paid fifty cents (50c) an hour for work performed on Sunday. The thirty cents (30c) premium paid for Saturday and the fifty cents (50c) premium paid for Sunday shall not be considered in determining overtime payments nor shall they be considered for employees who are working overtime on Saturday or Sunday. Saturday and Sunday premium pay is not applicable to employees on a 24-hour work schedule.

Section 8. Overtime Lunches. Any employee, upon the completion of ten (10) continuous hours of work, excluding his regular lunch period, will be paid a meal allowance of three dollars (\$3.00). An additional meal allowance of three dollars (\$3.00) will be paid for each consecutive four (4) hours of work performed thereafter. The allowance will be paid by check. No time will be deducted for eating lunch during overtime work, it being understood that time consumed in eating will be made as short as possible and in no case will exceed twenty (20) minutes. Overtime lunch payment is not applicable to employees on a 24-hour work schedule.

Section 9. Pay Day. Pay day shall be weekly and employees will be paid on Thursday following the end of the pay period provided the payroll checks are available. An employee not working may receive his check at the

Accounts Payable Office, at any time during office hours, or he may designate a person to bring his check to him by notifying his supervisor. Paycheck errors of less than \$30 will be corrected with the next regularly issued paycheck.

The company agrees to withhold state income tax from the payroll checks of out-of-state employees upon the employee's request.

ARTICLE X

SAFETY

Section 1. Protective Equipment. Where necessary for the safety and health of its workers, the Company shall provide protective clothing and safety equipment.

Section 2. Good Housekeeping. The Union recognizes the desirability of maintaining safe and clean working conditions at all times and agrees to cooperate with the Company in maintaining these conditions.

Section 3. Hazardous Work. Employees may refuse to perform extremely hazardous jobs until a written determination is made by a member of the Company's Safety Office that necessary precautions are being enforced.

Section 4. Labor-Management Safety Committee. A Labor-Management Safety Committee composed of eight (8) members, four (4) to be selected by the Union and four (4) by the Company, is herewith established. The four (4) members from the Union will be selected from the following areas: Civil Engineering Operations—one (1); Test Support Operations—one (1); Base Services Operations—one (1); and Fire Protection Branch—one (1). This Committee

ARTICLE XI

will meet at regular monthly intervals to consider safety problems and make recommendations for adoption to the Company.

ARTICLE XI PHYSICAL EXAMINATIONS

Section 1. Physical Examinations. An applicant for employment before being hired or recalled, must meet certain minimum standards of health, and physical fitness as determined by a physical examination. The physical examination will be given by or under the direction of a licensed physician employed or approved by the Company.

Periodic physical examinations of employees will be carried on or may be required to aid employees in improving their own health and to enable the Company to guard the health of its employees. The company shall administer and bear the cost of PSA exams for employees over 50 years of age who are required by the company to undergo physical examinations.

An employee, upon request, shall have the opportunity to discuss the results of his medical examination with the Company.

Employees physically handicapped and/or restricted as a result of occupational or nonoccupational illness shall be given due consideration for continued employment within their defined limitations. Employees unable to perform work in their regular classifications will be considered for work in the same or lower rated pay categories upon mutual agreement between the Company and Union. Refusal of such assignments shall result in medical termination.

Section 2. Ability to Work After Injury, Illness or Physical Impairment. In case an employee returns to work after

being absent because of layoff or due to injury, illness or physical impairment, the Company may require a certificate signed by the Company physician showing that he is physically fit to return to work. If the physician finds that the employee is not physically fit to return to work, the employee may obtain a physical examination by a second physician agreeable to him. If the findings of the second physician are that the employee is physically fit to return to work, then the employee may submit to an examination by a specialist agreeable to the employee and the Company, at the expense of the Company, and the opinion of the specialist shall be final.

An employee who becomes eligible for nonoccupational disability pay after receiving his layoff notice because of a reduction in force but before the effective date of layoff may be required to submit to a physical examination by the Company physician any time that he is receiving such pay. If there is any disagreement in the findings between the Company physician and the employee's physician, then the employee must submit to an examination by a specialist agreeable to the Company and the employee, at the expense of the Company, and the opinion of the specialist shall be final.

Section 3. Extended Disability. Employees whose occupational or nonoccupational disabilities continue after all disability allowance and accrued vacation have been used, and are not given a medical termination, are placed in an extended disability Leave of Absence status, not to exceed thirty-six (36) consecutive months from the date the disability began. At the end of this time, the employee will be terminated.

ARTICLE XII

Employees who are in extended disability status will continue to accrue seniority in accordance with Article IV, Section 8 of the Contract between the parties. During this period of extended disability status employees shall neither earn, receive, or accrue length of service or any other benefits nor shall such employees earn, accrue, or receive vacation allowance, pay, holiday pay, funeral pay, or jury duty pay.

The Company will pay the negotiated percentage of the Company's portion of the group insurance premium for bargaining unit employees in an extended disability status beginning with the date said employee became disabled and remains disabled as determined by appropriate medical authorities as set forth in the contract but in no event longer than twenty-four (24) consecutive months from the day of disability or until the employee reaches age sixty-five (65) before the end of the said twenty-four (24) consecutive month period.

ARTICLE XII JURISDICTIONAL BOUNDARIES

Section 1. Job Assignments.

- a. In staffing an organization, the Company will review the workload to be performed and determine the number of employees in each classification required to accomplish the work.
- b. The Union understands the extreme importance of keeping equipment running at all times. The Union also understands that the loss of operations and the cost of repairs together create a great loss to the Company and

AEDC. Therefore, the Union will encourage and advise the employees to exhaust every effort, way, and means to perform work of good quality and quantity. The Company and the Union recognize the necessity for eliminating restrictions and promoting efficiency and agree that no rules, customs, or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which an employee shall perform, nor shall there be any restrictions against the use of any kinds of machinery, tools, or labor-saving devices.

- c. Nothing in this agreement shall be construed to prevent an employee from performing work of another job classification which is incidental to his assignment. Incidental work is a minor task of short duration, (usually less than one (1) hour) normally performed by another craft, which is required for completion of the major task being performed by the craft assigned. This incidental work is in conjunction with and within the capability of the craft(s) performing the assignment and for which they are qualified to do safely and efficiently. Incidental work will not count towards the 420 hour limit or the 1040 or 1560 hour caps referenced in paragraph d.
- d. Any employee may be assigned to perform work in job classifications other than his own subject to the following:
 - 1. Capability to safely perform the assigned task.
 - 2. Subject to a maximum of 420 hours per employee per fiscal year.

ARTICLE XII

3. Employees who perform work of an equal or lower rated job classification (other than in the performance of incidental work under paragraph c.) will receive premium pay for those hours worked in the equal or lower rated job classification in accordance with the following schedule:

1 - 199 hours	\$.40 per hour
200 - 299 hours	\$.50 per hour
300 and over	\$.70 per hour

These premium payments will be made on a weekly basis. Employees who are assigned to perform work in a higher paid classification will receive either the pay of the higher classification for those hours worked or \$.40 more per hour, whichever is the greater. Hours worked in a higher job classification will not be counted against the 420 hour limit or the 1040 or 1560 hour caps.

4. When the total of the crossover hours between any two (2) classifications exceeds 1040 hours at the end of six (6) calendar months, the Company will recall or hire one employee for each 1040 hours of imbalance into the classification adversely affected by the imbalance. If the imbalance from all classifications into any one classification exceeds 1560 hours during any six (6) calendar month period as defined below, the Company will recall or hire one employee for each 1560 hours of aggregate imbalance into the adversely affected classification. If the Company elects in accordance with the above to recall or hire into the adversely affected classification during any six (6) month period, the accounting

for crossover hours will begin anew for that classification for the remainder of that six (6) month period but the 420 hour annual limit per employee will not be affected. The six (6) month periods will expire on March 31st and September 30th of each year.

Section 2. Settlement of Jurisdictional Disputes. If a dispute arises as to craft jurisdiction, it shall be settled in accordance with the jurisdictional policy of the Metal Trades Department, AFL-CIO.

The work will be awarded in accordance with the above referenced policy, etc., within fifteen (15) working days (except when the period is extended by agreement between the Company and the unions that are signatory to the Contract). The Company recognizes agreements between national and international unions or agreements between crafts within an international union.

Jurisdictional agreements will be accepted provided the agreement does not conflict with paragraph b of Section 1 of this Article.

ARTICLE XIII GENERAL

Section 1. Labor-Management Committee. There is hereby established a Labor-Management Committee which shall consist of not more than six (6) representatives each from the Union and the Company except when mutually agreed on for a particular meeting. The function of the Labor-Management Committee is to promote a better understanding between employees and the Company for the mutual interest and welfare of all concerned. The meetings

of this Committee shall be held at times mutually agreed to by the parties.

Section 2. Work Performed by Supervisors and Other Excluded Personnel. Supervisors shall not consistently do nonsupervisory work which will deprive employees of jobs regularly performed by them. This shall not prevent supervisors from performing necessary functions of instruction or assistance to employees.

Engineers may perform manual work to further their research and development work, provided such work does not deprive Bargaining Unit employees of jobs regularly performed by them. Other excluded personnel defined in Article II, Section 2, will not be assigned to work performed by Bargaining Unit employees.

Cooperative Engineering students may be assigned to journeyman craftsmen for training purposes.

Section 3. Bulletin Boards. The Company shall provide the Union with suitable bulletin boards for the purpose of posting notices of Union meetings and Union affairs.

Section 4. Uniforms. The Company agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, the Company will furnish, replace, repair, launder, and clean the uniforms, it being understood that shoes, socks and underclothing are not considered as items of uniform. The uniforms and equipment so worn shall be prescribed by the Company, and no deviations from the Company requirements shall be practiced except with the consent of the Company. Painters will be furnished three (3) pairs of white coveralls at the beginning of each year.

Section 5. Construction and Other Work. The Company will perform construction work as directed by the Air Force and as defined by Air Force regulations.

The Company will determine construction work on the basis required by the Davis-Bacon Act.

When construction is performed, the Company will assign the work by classification to employees represented by the appropriate craft union and pay the wage rate pre-determined by the U.S. Department of Labor, as submitted to the Company by the United States Air Force.

The Company may at times subcontract work which in its opinion can be performed efficiently and economically by outside contractors.

Section 6. Personal Wash-Up Time. Each employee shall receive personal wash-up time at the end of each shift.

Section 7. New or Revised Classifications. When it is necessary to establish a new job classification or revise an existing job classification, the Company and the Union will negotiate a job title and a wage rate for the new or revised classification.

Section 8. Job Posting. In the event of a new job, or a vacancy to be filled, the Company shall post on the bulletin boards a description of the job or vacancy, its location and rate of pay, and shall provide job bid forms for employees to write thereon their name and badge number for submittal to the Company. Consideration will be given any permanent employee who bids on the new job or vacancy within a period of five (5) working days from the date of the initial posting. Employees will be allowed to bid laterally within

ARTICLE XIII

their classifications no more than once during a 12-month period, qualifications permitting.

A new job is defined as an additional permanent position within the Bargaining Unit. A vacancy is defined as a vacated position.

Requirements stated on the job posting will accurately reflect duties of the job to be filled and will be within the scope of the job classification description.

Employees temporarily absent or in layoff status may arrange with their Chief Steward to file a job bid form in their behalf.

Filling of vacancies caused by vacations, disabilities, and leaves of absence shall not be subject to the posting procedure.

Section 9. Temporary and Casual Employees.

Temporary employees may be hired to perform temporary work; however, if the job continues beyond six (6) months, the position will be posted in accordance with this section. Temporary employees will be considered, if qualified, for a permanent new job or vacancy after the posting procedure has been exhausted.

Casual employees may be hired for recurring short-term work assignments and are used on an as-needed basis. Casual employees are not separated from the payroll at the end of a work assignment; they remain on-call. If, however, the work assignment continues for three consecutive weeks or more, the employee will be converted to temporary status. No casual employees will be used on crossover assign-

ments in lieu of recalling laid off employees or to offset overtime. The Company and Union agree to meet at six-month intervals to monitor usage of casual employees.

Temporary employees receive paid holidays, but no paid absences or benefits. Casual employees receive no paid absences, holidays, or benefits.

Section 10. Filling of Vacancies. Filling of vacancies and promotions within the Bargaining Unit shall be made on the basis of the qualifications to perform the work and seniority. If qualifications to perform the work of the job classification are considered equal, the senior employee shall be given preference. Should the Union disagree with the Company's selection of the employee under this section of the Contract to the extent the matter is processed to arbitration, the burden of proof will rest with the Company.

In case there is no one qualified for the vacancy, the Company may fill vacancies from outside the Bargaining Unit. It is agreed that on the yearly anniversary date of this contract, either party may request reverting back to the prior contract language.

Section 11. Leaves of Absence. Accredited Union representatives shall be granted a reasonable number of leaves of absence without pay, not exceeding fifteen (15) calendar days consecutively, to attend conventions or other operations. It is agreed that ten (10) days notice of such leaves of absence will be given except in emergencies, and that not more than eight (8) employees shall be absent at any one time for such purpose, except for council referendum votes, contract negotiations, or by special request of the Union; if conditions will permit, this number may be increased by permission of the Company.

ARTICLE XIII

Such leaves of absence shall not affect the seniority of employees.

Any employee whose continued absence of a longer period is necessary because of his duties as an officer or representative of the Union will be given a leave of absence for the term of his office, and be renewable at the Union's request without pay for such purpose. Upon his retirement from such office, he shall be entitled to return to his old position or a position of the same class without loss of seniority, provided he reports for work within fifteen (15) days following the expiration of his leave. An employee granted such leave of absence shall return all security identification issued to him.

Section 12. Severance Payment. The parties hereby agree that if any time during the tenure of the collective bargaining agreement, the Air Force changes its position, or a ruling is handed down forcing a change in its position, such that severance payment is considered a reimbursable contract expenditure when paid to a bargaining unit employee voluntarily resigning at such time a layoff is scheduled in his job classification, then such provision will be immediately reinstated as a part of the collective bargaining agreement between USAI and the Air Engineering Metal Trades Council.

APPENDIX A

JOB CLASSIFICATION SCHEDULE/WAGE RATES

USAI Job Classification	Job No.	11 p.m. 9/30/99 (See Note 1)	11 p.m. 9/30/00 (See Note 2)	11 p.m. 9/30/01 (See Note 2)
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CUSTODIAL SERVICES

Janitor-Cleaner	UA07	13.41	13.78	14.12
Janitor Leadperson	UA05	15.23	15.65	16.04

REFUSE GROUP

Laborer	UA09	13.41	13.78	14.12
Truck Driver	UA13	15.23	15.65	16.04
Power Equipment Operator	UA15	19.68	20.22	20.73

Note 1 This pay rate represents the top pay rate in each classification. Employees hired after 1 October 1999 will be hired at 80% according to the pay scale described in Article IX, Section 1.

Note 2 This rate reflects the basic pay rate increase as described in Article IX, Section 2. This rate may increase if incentive described in Article IX, Section 3 applies.

APPENDIX B

ALCOHOL AND DRUG TESTING PROGRAM

The Company and the Union fully support and agree to comply with the Drug Free Workplace Act of 1988, and applicable Department of Defense and Department of Transportation regulations. It is also understood and agreed that the Union will be advised of any required changes to the alcohol and drug testing program. If the change is mandatory by duly promulgated regulations, it will be immediately implemented. If the Company is not required to immediately implement the change, the change will be negotiated with the Union at the end of the Contract term.

APPENDIX B

- a. **Drug Testing** — Conducted by urinalysis, this test is performed in two stages. In the first stage, immuno-assay is used to screen urine specimens for various classes of drugs. Immuno-assay is an analytical technique that utilizes an antibody that is specific for a drug. Actual quantitation is based on the measurement of enzyme activity that is proportional to the amount of drug present. In the second stage, any positive results found in the first stage are confirmed using the tandem technique of gas chromatography/mass spectrometry (GC-MS), which positively identifies and quantitates the presence of a specific drug. No test result will be reported by the independent laboratory as a positive drug test result unless both the initial test and the confirming test are positive.
- b. **Illegal Drugs** — Any substance, which under Section 202 of the Controlled Substances Act 21 U.S.C. Section 812, is unlawful to possess. Examples are marijuana, cocaine, heroin, quaaludes, hallucinogens, and other street drugs and controlled prescription drugs such as amphetamines and barbiturates that have not been lawfully prescribed for the individual using and possessing them.
- c. **Sensitive Positions (as Negotiated by the Company and Union)** — An employee who has been granted a security clearance or an employee in another position that the Company and Union determine involves national security, health and/or safety, or other functions that require a high degree of trust and confidence, such as “Firefighter Crew Chief,” “Driver/Operator,” “Firefighter Prevention Inspector,” “Firefighter,” “Fire Communication Operator,” “Emergency Medical

Attendant,” “Power Switchboard Operator,” “Power System Dispatcher,” “Rigger Machinery Mover,” “Motor Crane Driver & Oiler,” “Power Equipment Operator,” “Utility Operator,” “Storekeeper (hazardous material area),” “Chauffeur” and “Truck Driver,” however, this list is not all inclusive. When it is determined that additional classifications should be added to this listing, the Company and Union will negotiate prior to such additions(s).

Section 1. Policy. Alcohol and drug testing programs may be required of the following:

- a. Employees who are or will be assigned to sensitive positions or those who occupy a position that requires a high degree of trust and confidence.
- b. When there is reasonable suspicion that an employee uses illegal drugs or is violating this program on alcohol and drug abuse.
- c. As a part of a follow-up to alcohol and drug counseling or rehabilitation.
- d. As part of the random employee drug testing program administered by Human Resources per this agreement/program.
- e. Designated applicants and new hires for employment.
- f. As part of an annual or periodical physical examination (unless the employee has been tested and a negative result reported within the previous ninety (90) days).

APPENDIX B

- g. Recall from layoff (unless the employee has been tested and a negative result reported within the previous ninety (90) days).

An employee's refusal to consent to alcohol and/or drug testing under these circumstances will subject the employee to disciplinary action in accordance with the Company's disciplinary policy. Employees who test positive for illegal drugs or alcohol are also subject to disciplinary action in accordance with the Company's disciplinary policy.

If an employee who has a confirmed positive test is referred to an agreed-upon rehabilitation program and/or Employer Assistance Plan/Program, the employee must submit to subsequent urine, breath, and/or blood specimen(s) as appropriate and have an acceptable result(s). Furthermore, such employee must participate in a monitored aftercare program including periodic unannounced drug or alcohol screens over the following twelve (12) months.

The testing laboratory must be certified by the National Institute on Drug Abuse (NIDA). If the Union and/or Company experience difficulty and/or problems with the testing laboratory, a new testing laboratory will be selected by the Company after consultation with the Union.

Section 2. Alcohol Testing. The company will test the employee and/or ensure that the employee is tested for level of alcohol content through use of a breath analyzer or blood test. Industrial Health will ensure that a completed and signed Form GC-1552, Employee Alcohol/Drug Testing Consent Agreement and Information Data Sheet, is received from each individual before taking the breath or blood test.

Section 3. Drug Testing. Industrial Health will collect the urine sample(s) from the designated applicants or employees for the purpose of drug testing. If requested by the employee, a split sample will be utilized. One sample will be submitted to the independent testing laboratory and the other will be retained by Industrial Health until the results of tests performed on the first sample are received. If the test result is positive, upon request of the employee or the Union, the split sample will be submitted for retesting at the expense of the Company to another testing laboratory selected by the Union from a list provided by the company. Industrial Health will maintain and/or cause to be maintained a closely controlled and documented chain of custody on all samples. Industrial Health will ensure that a completed and signed Form GC-1552 is received from each individual before taking urine samples. Industrial Health will receive test results from the independent laboratory and report all positive test results to Human Resources. Human Resources and/or Security will interview the employee when the results of a drug test are positive or there is other cause to believe that the employee used or possessed illegal drugs. The Company will advise the employee of his right to have Union representation and if requested by the employee, the interview will not take place until an available Union representative is given an opportunity to be present. Human Resources and/or Security will present any evidence and provide the opportunity for explanation of the findings.

Section 4. Promotions and Transfers. Human Resources will ensure that an employee passes a drug test before being offered a transfer or promotion to a sensitive position.

Section 5. Special Monitoring of Alcohol/Drug Cases.

Human Resources will schedule unannounced follow-up tests to be administered to the employee over the following twelve (12) months or for so long as test results are negative and send a copy of the schedule to Industrial Health. Industrial Health on the day the test has been scheduled, will notify the employee to report for testing. Industrial Health will advise the employee, and Human Resources of the results of each follow-up alcohol and/or drug test. Upon request of the employee the appropriate Union representative will also be advised of the results. Human Resources will evaluate the employee following the twelve (12) month evaluation period and will properly close the case.

Drug and/or alcohol testing shall become effective sixty (60) days after ratification of a new contract between the parties.

AGREEMENT

It is further agreed by the Company and Union at such time applicable Federal and/or Tennessee State Laws allow legal security/shop agreements in collective bargaining contracts, the Company acknowledges it's willingness to meet with representatives of the Air Engineering Metal Trades Council for the purpose of discussing the addition of a Union Security/Shop Agreement to the then existing bargaining unit contract.

AGREEMENT

ACS

A Joint Venture of CSC, Dym Corp and GP

January 22, 1999

Sverdrup

Sverdrup Technology, Inc.
AEDC GROUP

To all ACS and Sverdrup Employees:

The illegal use of drugs and the abuse of alcohol are problems that invade the workplace, endangering the health and safety of the abusers and those who work around them. ACS and Sverdrup, Air Engineering Metal Trades Council and the International Guards Union of America, Local No. 46 as the AEDC Team are committed to creating and maintaining a workplace free of substance abuse without jeopardizing valued employees' job security.

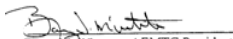
To address this problem, we have developed a policy regarding the illegal use of drugs and the abuse of alcohol that we believe best serves the interests of all employees. Our policy formally and clearly states that the illegal use of drugs or the abuse of alcohol or prescription drugs will not be tolerated. As a means of maintaining our policy, we have implemented pre-employment and active employee substance abuse testing. This policy was designed with two basic objectives in mind: (1) to provide employees a work environment that is free from the negative effects of drugs and alcohol and the problems associated with their abuse, and (2) to fulfill our responsibility to maintain a healthy and safe workplace.

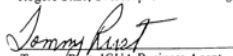
To assist us in providing a safe and healthy workplace, both ACS and Sverdrup, maintain resource files of information on various means of employee assistance in our community, including but not limited to drug and alcohol abuse programs. Employees are encouraged to use the resource files that are located in the Human Resources offices of both companies. In addition, we will distribute this information to employees for their confidential use. An employee whose conduct violates our Substance Abuse Policy and who does not accept the help we offer under the Employee Assistance Program (EAP) will be disciplined up to and including termination.

We believe it is important that we all work together to make AEDC a drug-free workplace as part of our continual efforts to make the base a safe and rewarding place to work.


Jim Nicholson, ACS General Manager


Rogers Starr, Sverdrup General Manager


Barry McWhorter, AEMTC President


Tommy Rust, IGUA Business Agent

February 18, 1999

NOTICE TO ALL
ACS AND SVERDRUP EMPLOYEES OF PARTICIPATION IN
TENNESSEE DRUG-FREE WORKPLACE PROGRAM

Our companies are committed to providing a safe work environment and to fostering the well-being and health of our employees. That commitment is jeopardized when any Team AEDC employee illegally uses drugs, comes to work under the influence, possesses, distributes or sells drugs in the workplace, or abuses alcohol to the extent that it interferes with his or her job performance. Therefore, ACS and Sverdrup have agreed to adopt the following program, pursuant to the Tennessee Code Annotated, Section 50-9-100, et seq.

Our wage employees who are represented by the AEMTC and the IGUA have already received notice by way of their collective bargaining agreements that ACS and Sverdrup wish to implement a drug-free workplace policy and the policy is already contained within their collective bargaining agreements. For those employees who are not members of the bargaining units, this statement shall serve as notice that it is a violation of ACS and Sverdrup company policies for any employee to:

- (1) use, possess, sell, trade, offer for sale, or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job;
- (2) report to work under the influence of or while possessing in his or her body, blood or urine, illegal drugs in any detectable amount;
- (3) report to work under the influence of or impaired by alcohol;
- (4) use prescription drugs illegally, i.e. to use prescription drugs that have not been legally obtained or have been obtained for a purpose other than as prescribed. Nothing in this policy precludes the appropriate use by employees of their own legally prescribed medications.

Violation of this drug policy subjects an employee to disciplinary action up to and including termination. Employees who receive a positive confirmed drug or alcohol test result or who fail or refuse to comply with a drug and/or alcohol testing request are subject to discipline up to and including termination of employment and/or loss of workers' compensation benefits.

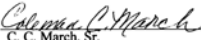
In WITNESS WHEREOF, this instrument is executed as of this 2nd day of November 1999.

**Air Engineering Metal Trades Council
and Affiliated Unions, AFL-CIO**


**United Service Associates, Inc.
Arnold Air Force Base,
Tennessee**



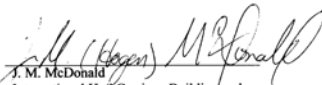
J. W. McCullough
President




C. C. March, Sr.
Project Manager



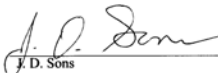
R. B. Smith
Secretary



J. M. McDonald
International Hod Carriers, Building and
Common Laborers' Union of America,
Local Union No. 174



A. K. Marshall
International Brotherhood of Teamsters,
Chauffeurs, Warehousemen, and Helpers
of America, Local No. 515



J. D. Sons
International Union of Operating
Engineers, Local Union No. 917

1999

JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2			1	2	3	4	5
3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28						
31													

MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	

MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1				1	2	3	4
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
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23	24	25	26	27	28	29	27	28	29	30			
30	31												

JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31	29	30	31				

SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
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19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30					26	27	28	29	30	31	

2000

JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29				
30	31												

MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
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19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30						

MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	

JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12
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16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28	29	30	31		
30	31												

SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		1	2	3	4	5	6
3	4	5	6	7	8	9	8	9	10	11	12	13	14
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17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31				

NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4						1	2
5	6	7	8	9	10	11	3	4	5	6	7	8	9
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							31						

2001

JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
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21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28			

MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31	29	30					

MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
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20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30

JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11
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22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30	31	

SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1			1	2	3	4	5
2	3	4	5	6	7	8	7	8	9	10	11	12	13
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16	17	18	19	20	21	22	21	22	23	24	25	26	27
23	24	25	26	27	28	29	28	29	30	31			
30													

NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1
4	5	6	7	8	9	10	2	3	4	5	6	7	8
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18	19	20	21	22	23	24	16	17	18	19	20	21	22
25	26	27	28	29	30		23	24	25	26	27	28	29
							30	31					

2002

JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2
6	7	8	9	10	11	12	3	4	5	6	7	8	9
13	14	15	16	17	18	19	10	11	12	13	14	15	16
20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28		

MARCH							APRIL						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2			1	2	3	4	5
3	4	5	6	7	8	9	7	8	9	10	11	12	13
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17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				

MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
			1	2	3	4							1
5	6	7	8	9	10	11	2	3	4	5	6	7	8
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19	20	21	22	23	24	25	16	17	18	19	20	21	22
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							30						

JULY							AUGUST						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
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21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	31

SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
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22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30						27	28	29	30	31		

NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2			1	2	3	4	5
3	4	5	6	7	8	9	8	9	10	11	12	13	14
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24	25	26	27	28	29	30	29	30	31				

